

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION

IN RE: OPTIMA UNIVERSITY, LLC

CASE NO. 09-11212-GHB
CHAPTER 11

DEBTOR(S)

MOTION TO COMPEL DEBTOR TO ASSUME OR REJECT EXECUTORY CONTRACT

Comes now, Jerry and Sharon Perry, by and through their attorney, Stephen L. Hughes, and moves the court pursuant to Bankruptcy Rule 6006(b) and 11 U.S.C. §365(d)(2) for an order fixing a time within which the debtor must assume, or reject their Lease Agreement, the said Lease Agreement being executed by the debtor on January 24, 2008 for the lease of a non-residential property commonly known as 1774 Hwy 22, McKenzie, Weakley County, Tennessee. Further, your creditor moves the court for such other, further and general relief to which they may be entitled.

This the 17th day of July, 2009

Respectfully submitted,

BY: /s/Stephen L. Hughes

Stephen L. Hughes #013836
Attorney for Jerry and Sharon Perry
Post Office Box 320
Milan, Tennessee 38358
(731) 686-1198

CERTIFICATE OF SERVICE

We, Kizer, Bonds, Hughes & Bowen, PLLC Attorneys at Law, hereby certify that we have served a true copy of the foregoing instrument electronically or by depositing a copy of same in the U.S. mail postage paid, to the following parties on July 17, 2009.

By: /s/Stephen L. Hughes
Stephen L. Hughes

Postage Pre-Paid

Debtor(s)

Creditor: Jerry and Sharon Perry, 1138 Como St, McKenzie, TN 38201

Electronically

Chapter 13 Trustee

Debtor(s) Attorney slefkovitz@lefkovitz.com